

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SUPERB MOTORS INC., TEAM AUTO SALES LLC,
ROBERT ANTHONY URRUTIA, 189 SUNRISE
HWY AUTO LLC, NORTSHORE MOTOR
LEASING, LLC, BRIAN CHABRIER, individually and
derivatively as a member of NORTSHORE MOTOR
LEASING, LLC, JOSHUA AARONSON, individually
and derivatively as a member of 189 SUNRISE HWY
AUTO, LLC, JORY BARON, 1581 HYLAN BLVD
AUTO LLC, 1580 HYLAN BLVD AUTO LLC, 1591
HYLAN BLVD AUTO LLC, 1632 HYLAN BLVD
AUTO LLC, 1239 HYLAN BLVD AUTO LLC, 2519
HYLAN BLVD AUTO LLC, 76 FISK STREET
REALTY LLC, 446 ROUTE 23 AUTO LLC and
ISLAND AUTO MANAGEMENT, LLC,

Case No.: 2:23-cv-6188 (JMW)

Plaintiffs,

-against-

ANTHONY DEO, SARAH DEO, HARRY
THOMASSON, DWIGHT BLANKENSHIP, MARC
MERCKLING, MICHAEL LAURIE, THOMAS
JONES, CPA, CAR BUYERS NYC INC., GOLD
COAST CARS OF SYOSSET LLC, GOLD COAST
CARS OF SUNRISE LLC, GOLD COAST MOTORS
AUTOMOTIVE GROUP LLC, GOLD COAST
MOTORS OF LIC LLC, GOLD COAST MOTORS OF
ROSLYN LLC, GOLD COAST MOTORS OF
SMITHTOWN LLC, UEA PREMIER MOTORS
CORP., DLA CAPITAL PARTNERS INC., JONES,
LITTLE & CO., CPA'S LLP, FLUSHING BANK, and
LIBERTAS FUNDING LLC,

Defendants.

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**MILMAN LABUDA LAW GROUP PLLC'S MEMORANDUM OF LAW IN
SUPPORT OF ITS MOTION TO BE RELIEVED AS COUNSEL TO SUPERB
MOTORS INC., TEAM AUTO SALES LLC, ROBERT ANTHONY URRUTIA**

MILMAN LABUDA LAW GROUP PLLC
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PRELIMINARY STATEMENT

Milman Labuda Law Group PLLC (“MLLG”), co-counsel to Sage Legal LLC, for Plaintiffs SUPERB MOTORS INC., TEAM AUTO SALES LLC, ROBERT ANTHONY URRUTIA (“Superb Plaintiffs”), respectfully submits this memorandum of law in support of its motion to be relieved as counsel to the Superb Plaintiffs.

MLLG is unable to continue to represent the Superb Plaintiffs because the Superb Plaintiffs are unable to pay for past legal services provided by MLLG and for future legal services that would be provided by MLLG.

FACTS

As explained in the Declaration of Jamie S. Felsen, due to the acts of Defendants, as alleged in the pleadings, Mr. Urrutia has been forced to close Superb Motors Inc., Team Auto Sales LLC, and his other dealerships, thereby placing Mr. Urrutia in a precarious financial condition. Based on his financial condition, Mr. Urrutia has been unable to pay MLLG’s outstanding invoices for work previously performed, and is unable to pay to utilize MLLG’s legal services going forward as MLLG is unable to enter into a contingency fee arrangement.

Emanuel Kataev, of Sage Legal LLC, who has represented the Superb Plaintiffs since the commencement of this action, will continue to represent the Superb Plaintiffs.

Accordingly, MLLG should be relieved as counsel.

ARGUMENT

MLLG SHOULD BE RELIEVED AS COUNSEL

It is well settled under Local Civil Rule 1.4 that a client’s failure to pay legal fees constitutes “satisfactory reasons for withdrawal as counsel.” Team Obsolete, Ltd. v.

A.H.R.M.A., Ltd., 464 F. Supp. 164, 165 (E.D.N.Y. 2006); see also Chen v. Kicho Corp., 2020 U.S. Dist. LEXIS 111590, *4 (S.D.N.Y. June 24, 2020). Moreover, the New York Code of Professional Responsibility permits a lawyer to “withdraw from representing a client if . . . [t]he client . . . [d]eliberately disregards an agreement or obligation to the lawyer as to expenses or fees.” N.Y. Rules of Professional Responsibility Rule 1.16(c)(5).

The Superb Plaintiffs have been unable to pay MLLG for a substantial amount of past legal services rendered by MLLG and has indicated that it is unable to pay MLLG for future legal services. Accordingly, MLLG respectfully requests to be relieved as their counsel.

CONCLUSION

Based on the foregoing, Milman Labuda Law Group PLLC’s motion to be relieved as counsel for the Superb Plaintiffs should be granted.

Dated: Lake Success, New York
March 25, 2025

MILMAN LABUDA LAW GROUP PLLC

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